THIRTIETH CONGRESS—FIRST SESSION.

Report No. 102.

[To accompany bill H. R. No. 92.]

HOUSE OF REPRESENTATIVES.

WILLIAM FULLER AND ORLANDO SALTMARSH.

JANUARY 19, 1848.

Mr. LINCOLN, from the Committee on the Post Office and Post Roads, made the following

REPORT:

The Committee on the Post Offices and Post Roads, to whom was referred the petition of Messrs. Saltmarsh and Fuller, report:

That, as proved to their satisfaction, the mail routes from Milledgeville to Athens, and from Warrenton to Decatur, in the State of Georgia, (numbered 2366 and 2380,) were let to Reeside & Avery at $1,300 per annum for the former, and $1,500 for the latter, for the term of four years, to commence on the 1st day of January, 1835; that, previous to the time for commencing the service, Reeside sold his interest therein to Avery; that, on the 11th of May, 1835, Avery sold the whole to these petitioners, Saltmarsh & Fuller, to take effect from the beginning, January 1, 1835; that, at this time, the Assistant Postmaster General, being called on for that purpose, consented to the transfer of the contracts from Reeside & Avery to these petitioners, and promised to have proper entries of the transfer made on the books of the department, which, however, was neglected to be done; that the petitioners, supposing all was right, in good faith commenced the transportation of the mail on these routes; and, after difficulty arose, still trusting that all would be made right, continued the service till December 1, 1837; that they performed the service to the entire satisfaction of the department, and have never been paid any thing for it except $———; that the difficulty occurred as follows: Mr. Barry was Postmaster General at the times of making the contracts and the attempted transfer of them. Mr. Kendall succeeded Mr. Barry, and finding Reeside apparently in debt to the department, and these contracts still standing in the names of Reeside & Avery, re-

fused to pay for the service under them, otherwise than by credits to Reeside; afterwards, however, he divided the compensation, still crediting one-half to Reeside, and directing the other to be paid to the order of Avery, who disclaimed all right to it. After discontinuing the service, these petitioners, supposing they might have legal redress against Avery, brought suit against him in New Orleans; in which suit they failed, on the ground that Avery had complied with his contract, having done so much towards the transfer as they had accepted and been satisfied with. Still later, the department sued Reeside on his supposed indebtedness, and by a verdict of the jury it was determined that the department was indebted to him in a sum much beyond all the credits given him on the account above stated. Under these circumstances, the committee consider the petitioners clearly entitled to relief, and they report a bill accordingly; lest, however, there should be some mistake as to the amount which they have already received, we so frame it as that, *by adjustment at the department*, they may be paid so much as remain unpaid for service actually performed by them—not charging them with the credits given to Reeside. The committee think it not improbable that the petitioners purchased the right of Avery to be paid for the service from the first of January, till their purchase in May 11, 1835; but, the evidence on this point being very vague, they forbear to report in favor of allowing it.

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